

APPENDIX IV

BANK INDONESIA CIRCULAR LETTER

NUMBER 17/30/DPSP DATED 13 NOVEMBER 2015

ON

OPERATION OF REAL TIME FUND SETTLEMENT

THROUGH SISTEM BANK INDONESIA-REAL TIME GROSS SETTLEMENT

EXAMPLE

AGREEMENT ON

SISTEM BANK INDONESIA-REAL TIME GROSS SETTLEMENT USE

BETWEEN BANK INDONESIA AND (PARTICIPANT NAME)¹

No. ____/____/DPSP²

On this _____ date _____³ month _____⁴ year⁵ (_____⁶) in Jakarta,
the undersigned:

I.	<u>(NAME OF BANK INDONESIA OFFICIAL)</u>	:	(Position) (Department Name) of Bank Indonesia, having its seat in Jakarta, herein acting in the position mentioned above, for and on behalf of the Board of Governors of Bank Indonesia under Regulation of the Board of Governors of Bank Indonesia No. 9/2/PDG/2007 dated 28 February
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¹ Filled in according to "Participant Name" specified in their latest and valid Articles of Association or other company establishment documents

² Filled in with "Agreement Number" by the OPERATOR

³ Filled in with "date" in letter

⁴ Filled in with "month" in letter

⁵ Filled in with "year" in letter

⁶ Filled in with "date-month-year" in number

		<p>2007 on the Order and Procedure for Implementation of Tasks and Authorities of the Board of Governors of Bank Indonesia as last amended by Regulation of the Board of Governors of Bank Indonesia No. 14/5/PDG/2012 dated 10 April 2012, and Article 38 of Law Number 23 of 1999 on Bank Indonesia as last amended by Law Number 6 of 2009, and therefore, representing Bank Indonesia located in Jakarta, hereinafter referred to as the OPERATOR;</p>
II.	<p><u>(NAME OF PARTICIPANT OFFICIAL)</u></p>	<p>: <i>(Select one)</i></p> <p><i>If, under their articles of association or establishment documents, a power of attorney is required, the comparison will be as follows:</i></p> <p><u>(Position)</u> <u>(PARTICIPANT Name)</u>, having its seat in <u>(City)</u>, herein acting in the position mentioned above, representing the Board of Directors under Power of Attorney Number <u>(Power of Attorney Number)</u> dated <u>(date-month-year [in numbers])</u>, in accordance with Article <u>(Number of Article of the Articles of Association)</u> of the Articles of Association specified in Notarial Deed <u>(Name of Notary)</u>, Number <u>(Number of Notarial Deed)</u> dated <u>(date-month-year [in numbers])</u>, promulgated in Official Gazette of the Republic of Indonesia dated</p>

		<p>(<u>date-month-year [in numbers]</u>), Number (<u>Number of Official Gazette</u>), Supplement Number (<u>Number of Supplement to Official Gazette</u>), including the last amendment thereto by Notarial Deed (<u>Name of Notary</u>), Number (<u>Number of Notarial Deed</u>) dated (<u>date-month-year [in numbers]</u>), promulgated in Official Gazette of the Republic of Indonesia dated (<u>date-month-year [in numbers]</u>), Number (<u>Number of Official Gazette</u>), Supplement Number (<u>Number of Supplement to Official Gazette</u>) (if any amendments are made to the Articles of Association), and therefore, lawful to act for and on behalf of (<u>Name of PARTICIPANT</u>), hereinafter referred to as the PARTICIPANT.</p> <p><i>If, under their articles of association or establishment documents, a power of attorney is not required, the comparison will be as follows:</i></p> <p>(<u>Position</u>) (<u>PARTICIPANT Name</u>), having its seat in (City), herein acting in the position mentioned above, under Article (<u>Number of Article of the Articles of Association</u>) of the Articles of Association specified in Notarial Deed (<u>Name of Notary</u>), Number (<u>Number of Notarial Deed</u>) dated (<u>date-month-year [in numbers]</u>), promulgated in Official Gazette of the Republic of Indonesia dated</p>
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		<p>(<u>date-month-year [in numbers]</u>), Number (<u>Number of Official Gazette</u>), Supplement Number (<u>Number of Supplement to Official Gazette</u>), including the last amendment thereto by Notarial Deed (<u>Name of Notary</u>), Number (<u>Number of Notarial Deed</u>) dated (<u>date-month-year [in numbers]</u>), promulgated in Official Gazette of the Republic of Indonesia dated (<u>date-month-year [in numbers]</u>), Number (<u>Number of Official Gazette</u>), Supplement Number (<u>Number of Supplement to Official Gazette</u>) (if any amendments are made to the Articles of Association), and therefore, lawful to act for and on behalf of (<u>Legal Name of PARTICIPANT</u>), hereinafter referred to as the PARTICIPANT.</p> <p><i>If the PARTICIPANT is a Bank headquartered overseas, the comparison will be as follows:</i></p> <p>(<u>Position</u>) (<u>PARTICIPANT Name</u>), located in (City), herein acting under Deed of Power of Attorney dated (<u>date-month-year [in numbers]</u>) Number (<u>Number of Notarial Deed</u>) made before (<u>Name of Notary</u>), a Notary of (City), and therefore, lawful to act for and on behalf of (<u>Name of Legal Entity</u>) Indonesia branch, a bank incorporated under the law of (<u>County of PARTICIPANT's Headquarter</u>), and herein acting through their branch</p>
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		office in Indonesia, located in <u>(City)</u> , at <u>(Full Address of PARTICIPANT's Branch Office in Indonesia)</u> , hereinafter referred to as the PARTICIPANT .
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The OPERATOR and PARTICIPANT are hereinafter collectively referred to as the PARTIES and first declare the following:

- a. that the PARTICIPANT has made a request to the OPERATOR to become a Participant in Sistem Bank Indonesia-Real Time Gross Settlement;
- b. that Sistem Bank Indonesia-Real Time Gross Settlement, hereinafter referred to as Sistem BI-RTGS, means an infrastructure used as means of electronic Fund Transfers which settlement is conducted on transaction-by-transaction basis in real-time;
- c. that the PARTICIPANT has met the requirements to become a Participant in Sistem BI-RTGS; and
- d. that the OPERATOR has granted its principle approval for the PARTICIPANT's request letter as a Sistem BI-RTGSParticipant.

Pertaining to the foregoing, the PARTIES declare to agree on entering into a Sistem BI-RTGS Usage Agreement, hereinafter referred to as the **Agreement**, under the following terms and conditions:

Article 1

- (1) The OPERATOR agrees to provide the facilities and infrastructures of Sistem BI-RTGS and the PARTICIPANT agrees to use the facilities and infrastructures of Sistem BI-RTGS.

- (2) Sistem BI-RTGS is used by the PARTIES for operation of electronic fund transfer which settlement is conducted on transaction-by-transaction basis in real-time as set forth in the regulation on operation of real time fund settlement through Sistem BI-RTGS.
- (3) Types of transactions, which may be conducted by the PARTICIPANT through Sistem BI-RTGS include:⁷
- (a) _____
 - (b) _____
 - (c) _____
- (4) The types of transactions may be conducted by the PARTICIPANT set forth in number (3) may be changed from time to time by the OPERATOR.

Article 2

- (1) In Sistem BI-RTGS operation, the OPERATOR provides Intraday Liquidity Facility (FLI) for the PARTICIPANT provided the PARTICIPANT meets the requirements to use FLI under the provisions specified by the OPERATOR.
- (2) In FLI usage for Fund Settlement, the PARTICIPANT agrees and is bound to observe and comply with all provisions specified by Bank Indonesia including all amendments thereto; among others is Bank Indonesia regulation on procedures for granting FLI.
- (3) The PARTICIPANT who uses FLI by repurchasing securities in the form of Sertifikat Bank Indonesia Syariah (Sharia Bank Indonesia Certificates) (SBIS) and/or Surat Berharga Syariah Negara (Government Sharia Securities) (SBSN) agrees to covenant (wa'ad) to repurchase the SBIS and/or SBSN.

⁷ Filled in by the OPERATOR according to the PARTICIPANT's needs and the OPERATOR's approval

Article 3

The PARTICIPANT, its employees, affiliated parties with PARTICIPANT, and/or employees of the affiliated parties may not change, duplicate, transfer, lose, and/or damage the copy of RTGS Participant Platform (RPP) application provided by the OPERATOR, either intentionally or unintentionally.

Article 4

The PARTICIPANT shall not use all RPP devices, either in the main location or any other locations, for any applications other than RPP application, except with the OPERATOR's approval.

Article 5

- (1) The PARTICIPANT is responsible for all mistakes, misuses, and/or negligence conducted by the PARTICIPANT and/or any other parties related to the PARTICIPANT, either directly or indirectly, resulting in the damage, failure, and/or inability to operate in normal basis and incur losses to the OPERATOR.
- (2) The OPERATOR may charge compensation to the PARTICIPANT in the amount equal to the losses suffered as set forth in paragraph (1) by debiting the PARTICIPANT's current account or the account of the payment bank designated by the PARTICIPANT preceded with a written notice to the PARTICIPANT.

Article 6

The PARTICIPANT hereby confers powers to the OPERATOR to debit the PARTICIPANT's Current Account for the following purposes:

- (a) settlements of all liabilities and costs or fees arising in Fund Settlements through Sistem BI-RTGS, for and on behalf of the PARTICIPANT or any other party or customer, which has obtained prior written approval from the PARTICIPANT;
- (b) settlements of all of the PARTICIPANT's liabilities and costs or fees arising in Sistem BI-RTGS System operation, for and on behalf of the PARTICIPANT or any other party or customer, which has obtained prior written approval from the PARTICIPANT; and
- (c) corrections to any errors in Fund Settlements conducted by the OPERATOR.

Article 7

- (1) The OPERATOR and PARTICIPANT agree to use the computer processing result generated by RTGS Central Computer (RCN) and RTGS Participant Platform (RPP) as valid and authentic evidence.
- (2) In the event of difference between Fund Settlement instructions or computer processing result in the PARTICIPANT and the computer processing result generated by Sistem BI-RTGS System in the OPERATOR, then the computer processing result in the OPERATOR will be used as valid and authentic evidence.

Article 8

- (1) This Agreement complies with and must be construed under the laws and regulations of the Republic of Indonesia.
- (2) In the event of any dispute between the PARTIES in the performance hereof, both parties agree to resolve such dispute in an amicable manner.
- (3) If the amicable resolution set forth in paragraph (2) is not reached within 30 (thirty) business days as from the written notice of the dispute from one of the parties, the

PARTIES agree to refer such dispute resolution to Indonesia National Board of Arbitration (BANI).

- (4) The PARTIES agree that the arbitration:
 - a. will be held in Jakarta, Indonesia, in Indonesian language;
 - b. will use BANI Procedures and Regulations; and
 - c. will not impair the validity of rights and obligations specified under the Agreement.
- (5) The PARTIES hereto agree that BANI decisions are final and binding on the PARTIES, and upon issuance of such decision, the PARTIES will not seek any other resolution methods, including but not limited to using the court system.

Article 9

- (1) This Agreement will terminate if:
 - a. the OPERATOR revoke any regulations on Sistem BI-RTGS operation resulting the OPERATOR does not operate Sistem BI-RTGS; and/or
 - b. the PARTICIPANT's status demotion to closed.
- (2) In the event of unilateral Agreement termination by the PARTICIPANT, then the PARTICIPANT obliged to complete all obligations arising as specified in Bank Indonesia regulation and/or this Agreement.

Article 10

In the event the Agreement terminates as specified in Article 9, the PARTIES agree to waive the provisions of Article 1266 of the Kitab Undang-Undang Hukum Perdata (Civil Code) in conjunction with Article 1267 of the Civil Code.

Article 11

- (1) All notices and/or correspondences between the PARTIES pertaining to this Agreement are conducted in writing and will be deemed to be submitted to the relevant party if there is written receipt from the OPERATOR and/or PARTICIPANT.
- (2) The notices and/or correspondences set forth in paragraph (1) are addressed to:
- a. OPERATOR : BANK INDONESIA

Payment System Management Department (DPSP) c.q. Fund
Settlement and Securities Operation Division
Building D Floor 3
Jalan M.H. Thamrin No. 2
Jakarta 10350

- b. PARTICIPANT : ...⁸

Article 12

All rights and obligations in the Agreement may not be transferred by the PARTICIPANT to any other parties without written approval of the OPERATOR.

Article 13

The PARTIES agree that others unspecified herein and all amendments to the agreements herein will be further specified in an addendum or document inseparable from this Agreement.

Article 14

⁸ Filled in with the Participant's correspondence address

- (1) This Agreement is deemed to be valid and binding and effective on the date of signing by the PARTIES.
- (2) This Agreement is made in 2 (two) copies, each of which has equal legal force and is duly duty stamped for the interest of each party.

PARTICIPANT

OPERATOR

(SIGNER NAME)

(SIGNER NAME)

BANK INDONESIA, *(countersigned)*

(signed)

BRAMUDIJA HADINOTO

HEAD OF PAYMENT SYSTEM

MANAGEMENT DEPARTMENT